

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY  
NEWARK DIVISION

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MARY DOLBY, CECIL KILGORE and	:	Civil Action No.: :10-cv-01432-SDW-MCA
BERNICE WILLIAMS, on behalf of	:	
themselves and all others similarly situated,	:	
	:	
Plaintiffs,	:	<b>ORDER AND FINAL JUDGMENT</b>
	:	<b>GRANTING FINAL APPROVAL OF</b>
v.	:	<b>CLASS ACTION SETTLEMENT</b>
	:	
UNILEVER UNITED STATES, INC., and	:	
Does 1 through 100,	:	
	:	
Defendants.	:	
----- X		

**ORDER AND FINAL JUDGMENT GRANTING FINAL  
APPROVAL OF CLASS ACTION SETTLEMENT**

WHEREAS, Plaintiffs MARY DOLBY, CECIL KILGORE and BERNICE WILLIAMS ("Plaintiffs"), have moved for an order finally approving the class action settlement ("Settlement") which was preliminarily approved by Order dated January 18, 2011 ("Preliminary Approval Order") and which Motion was not opposed by Defendant UNILEVER UNITED STATES, INC. ("Defendant"); and

WHEREAS, after an opportunity having been given to all Class Members to comment on the Settlement in accordance with the Court's Preliminary Approval Order, and having given due consideration to the Parties' settlement agreement and accompanying documents, including its attached exhibits ("Settlement Agreement"), the

Motion, all other papers (including declarations) filed in support of the Settlement by the Parties, and all other materials relevant to this matter;

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED THAT:

1. This Order incorporates by reference the definitions in the Settlement Agreement, and all terms used in this Order shall have the same meanings as set forth in the Settlement Agreement.

2. For purposes of this Litigation, the Court has subject matter and personal jurisdiction over the Parties and all Settlement Class Members, and venue is proper.

3. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court confirms its previous preliminary certification, and for purposes of effectuating the Settlement, the Settlement Class is defined as follows:

All purchasers residing in the United States, including the District of Columbia, the territories and possessions of the United States, and/or the Commonwealth of Puerto Rico, of the Product, other than persons who have, are or will assert a claim for personal injury damages as a result of ingesting the Product and claims by a retailer or other merchant for a refund by reason of direct sales to it by or on behalf of Defendant or its Affiliates.

4. Regarding the Settlement Class, the Court has determined, solely for purposes of the Settlement, that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members in the Litigation is impracticable; (b) there are questions of law and fact common to the Settlement Class that predominate over any individual questions; (c) the claims of the Plaintiffs are typical of the claims of the Settlement Class; (d) Plaintiffs and Class Counsel have and will continue to fairly and adequately represent and protect the interests of the Settlement Class; and (e) a class action is

superior to all other available methods for the fair and efficient adjudication of the controversy.

5. Nothing in this Order and Final Judgment, the Settlement Agreement, or any documents or statements related thereto, is or shall be deemed or construed to be an admission or evidence of any violation of any statute or law or of any liability or wrongdoing by Defendant.

6. Notice of this proposed Settlement has been provided in a manner consistent with the Preliminary Approval Order. Notice was published in the *USA Today* on Thursday, March 3, 2011. In addition, the Class Notice was disseminated through US Mail via postcards. In addition, the Settlement Administrator established a dedicated website, [www.dolbysettlement.com](http://www.dolbysettlement.com) which posted the Class Notice, as well as other pertinent case documents. In addition, the Settlement Administrator established a toll-free telephone number that Class Members are able to utilize if they have questions about the Settlement.

7. The Court has determined that the Notice that has been provided pursuant to the Settlement Agreement and the Preliminary Approval Order (a) provided the best practicable notice; (b) was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the action, the terms of the proposed Settlement, and their right to appear or object to or exclude themselves from the proposed Settlement; (c) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive Notice; and (d) fully complied with all applicable due process requirements and any other applicable law.

8. The Court has determined that full opportunity has been given to the Class

Members to opt out of the Settlement, object to the terms of the Settlement or to Class Counsel's request for attorneys' fees and expenses, and otherwise provide comments regarding the Settlement. No Class Members have objected to the Settlement. All Class Members not listed on Exhibit A are therefore Settlement Class Members who are bound by this Order and Final Judgment and by the terms of the Settlement Agreement.

9. The Court has carefully considered the materials before it and has made its independent judgment. Plaintiffs and the Settlement Class Members face significant risks in the Litigation that the possibility of any greater ultimate recovery in litigation is highly speculative, and any such recovery would occur only after considerable additional delay. Moreover, the Parties have reached the Settlement Agreement after vigorous litigation, significant investigation and discovery, and extensive arm's-length negotiations absent collusion, including a lengthy mediation proceeding. Accordingly, the Court finds and concludes that the Settlement is in the best interests of the Settlement Class and is a fair, reasonable, and adequate compromise of the claims asserted in the Litigation.

10. The Settlement, and the terms of Settlement as described in the Settlement Agreement are, accordingly, approved and confirmed as fair, reasonable and adequate to all Settlement Class Members.

11. The Parties are hereby directed to proceed with and implement the Settlement Agreement in accordance with its terms, and to take all steps reasonable and appropriate to provide Class Members with the benefits they are entitled to under the terms of the Settlement Agreement. The Parties are authorized, without further approval from the Court, to agree to and to adopt such amendments, modifications and

expansions of the Settlement Agreement as (i) are consistent with this Order and Final Judgment, and (ii) which do not limit the rights of Class Members under the Settlement Agreement.

12. The Court dismisses the Action, on its merits and with prejudice, including all claims currently pending before it, that belong to Settlement Class Members, without fees or costs to any party except as provided below or as set forth in the Settlement Agreement.

13. The Release set forth in the Settlement Agreement is incorporated herein by reference. As of this date, all Settlement Class Members shall be deemed to be bound by the Order and Final Judgment entered herein, and to have released all entities and persons as provided in the Settlement Agreement. No Settlement Class Member, either directly, indirectly, representatively, or in any other capacity, shall commence, continue, or prosecute any action or proceeding against any or all of the entities or persons so released in any court or tribunal asserting any of said released claims, and are hereby permanently enjoined from so proceeding.

14. The Court, having considered the request of Class Counsel for an award of attorneys' fees and reimbursement of expenses, hereby grants the request and awards Class Counsel attorneys' fees and expenses in the amount of \$325,608 as the Court finds that the fees and expenses were warranted and fair and reasonable under the factors set forth in this Circuit. The Court also approves the requested incentive award in the sum of \$7,500.

15. All Parties are bound by this Final Order and Judgment and by the Settlement Agreement. In the event that the Settlement does not become effective

according to the terms of the Settlement Agreement, this Final Order and Judgment shall be rendered null and void as provided in the Settlement Agreement, and shall be vacated.

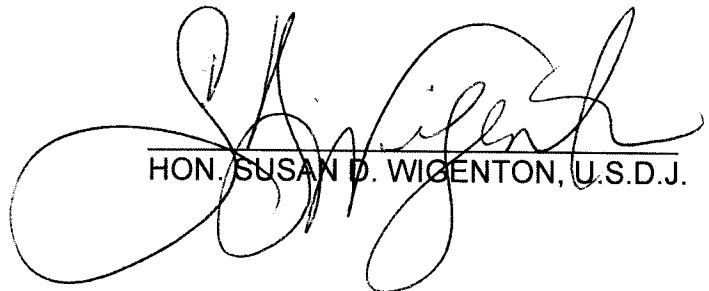
16. Without affecting the finality of the Final Order and Judgment in any way, the Court reserves continuing and exclusive jurisdiction over the Parties and their counsel, including all Settlement Class Members, and the execution, consummation, administration, effectuation and enforcement of the terms of the Settlement Agreement, and the terms of this Order and Final Judgment, including entry of any further orders as may be necessary and appropriate.

17. In accordance with Fed.R.Civ.P. 54(b); there being no just reason to delay, the Clerk is directed to enter this Order and Final Judgment forthwith.

IT IS SO ORDERED

DATED:

*May 16, 2011*

  
HON. SUSAN D. WIGENTON, U.S.D.J.

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# EXHIBIT “A”

**EXHIBIT A**

**[NAMES TO BE SUPPLIED AFTER DEADLINE FOR OBJECTIONS ON APRIL 15,  
2011]**



## Notices

2:10-cv-01432-SDW -MCA DOLBY v. UNILEVER UNITED STATES, INC. et al  
MEDIATION, STAYED

### U.S. District Court

District of New Jersey [LIVE]

## Notice of Electronic Filing

The following transaction was entered by VERCOSKI, MICHELE on 3/25/2011 at 7:35 PM EDT and filed on 3/25/2011

**Case Name:** DOLBY v. UNILEVER UNITED STATES, INC. et al

**Case Number:** 2:10-cv-01432-SDW -MCA

**Filer:** MARY DOLBY  
Cecil Kilgore  
Bernice Williams

**Document Number:** 31

### Docket Text:

**NOTICE by MARY DOLBY, Cecil Kilgore, Bernice Williams re [29] MOTION for Settlement (*Final Approval of Class Action Settlement*) MOTION for Settlement (*Final Approval of Class Action Settlement*), [30] MOTION for Attorney Fees and Costs *RE FILING OF [PROPOSED] ORDER* (Attachments: # (1) Exhibit A to [Proposed] Order)(VERCOSKI, MICHELE)**

**2:10-cv-01432-SDW -MCA Notice has been electronically mailed to:**

JOHN W. BISSELL jbisell@connellfoley.com

MICHELE MARIE VERCOSKI mmv@mccunewright.com, ams@mccunewright.com, jkk@mccunewright.com, rdm@mccunewright.com

RONALD J. LEVINE rlevine@herrick.com, courtnotices@herrick.com

**2:10-cv-01432-SDW -MCA Notice will not be electronically mailed to::**

The following document(s) are associated with this transaction:

### Document description:Main Document

**Original filename:**n/a

### Electronic document Stamp:

[STAMP dcecfStamp\_ID=1046708974 [Date=3/25/2011] [FileNumber=4907272-0]  
] [9097fd6476a4c7ef6dd05aac0f316d16e629ae749d5d6923aaec650d587a8c348b2  
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**Document description:**Exhibit A to [Proposed] Order

**Original filename:**n/a

### Electronic document Stamp:

[STAMP dcecfStamp\_ID=1046708974 [Date=3/25/2011] [FileNumber=4907272-1]  
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128e7a4b635a9d3ea13805a871711e0969535be878fd4a934ed3c748f7f38]]

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JOHN W. BISSELL jbissell@connellfoley.com

MICHELE MARIE VERCOSKI mmv@mccunewright.com, ams@mccunewright.com, jkk@mccunewright.com, rdm@mccunewright.com

RONALD J. LEVINE rlevine@herrick.com, courtnotices@herrick.com

**2:10-cv-01432-SDW -MCA Notice will not be electronically mailed to::**

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**Document description:**Main Document

**Original filename:**n/a

**Electronic document Stamp:**

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ff175d9cb00aef8636595d2690c05f7d17b9670ec19a2f85ef452c31aaf8a]]

**Document description:**Exhibit A to [Proposed] Order

**Original filename:**n/a

**Electronic document Stamp:**

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